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EXHIBIT A

(Retention Order)

COBLENTZ PATCH DUFFY & BASS LLP
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July 11, 2019

EDWARD J. EMMONS, CLERK

U.S. BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA



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13 *Attorneys for Debtors*
 14 *and Debtors in Possession*

15 **IN THE UNITED STATES BANKRUPTCY COURT**
 16 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
 17 **SAN FRANCISCO DIVISION**

18 In re:

Case No. 19-30088 (DM)

19 PG&E CORPORATION,

Chapter 11
 (Lead Case)
 (Jointly Administered)

20 - and -

21 PACIFIC GAS AND ELECTRIC
 COMPANY,

**ORDER PURSUANT TO 11 U.S.C. § 327(e)
 AND FED. R. BANKR. P. 2014(a) AND 2016
 AUTHORIZING THE DEBTORS TO
 RETAIN COBLENTZ PATCH DUFFY &
 BASS LLP AS SPECIAL COUNSEL *NUNC
 PRO TUNC* TO THE PETITION DATE**

22 Debtors.

23 Affects PG&E Corporation
 24 Affects Pacific Gas & Electric Company
 25 Affects both Debtors

26 * *All papers shall be filed in the Lead Case,
 No. 19-30088 (DM).*

1 Upon the Application dated June 18, 2019 (the “**Application**”),¹ of PG&E Corporation
2 (“**PG&E Corp.**”) and Pacific Gas and Electric Company (the “**Utility**”), as debtors and debtors in
3 possession (collectively, “**PG&E**” or the “**Debtors**”) in the above-captioned chapter 11 cases
4 (the “**Chapter 11 Cases**”), for entry of an order, pursuant to section 327(e) of Title 11 of the
5 United States Code (the “**Bankruptcy Code**”) and Rule 2014(a) and 2016 of the Federal Rules of
6 Bankruptcy Procedure (the “**Bankruptcy Rules**”), authorizing the Debtors to retain Coblenz
7 Patch Duffy & Bass LLP (“**Coblenz**”) as special counsel to the Debtors *nunc pro tunc* to the
8 Petition Date, as more fully described in the Application; and this Court having jurisdiction to
9 consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334,
10 and the *Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General Order
11 24 and Rule 5011-1(a) of the Bankruptcy Local Rules for the United States District Court for the
12 Northern District of California (the “**Bankruptcy Local Rules**”); and consideration of the
13 Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and
14 venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper
15 notice of the Application having been provided to the parties listed therein, and it appearing that
16 no other or further notice need be provided; and this Court having reviewed the Application, the
17 Declaration of Gregg M. Ficks and the Supplemental Declaration of Gregg M. Ficks (together,
18 the “**Ficks Declarations**”), and the Declaration of Janet Loduca submitted in support thereof; and
19 upon the record of the Hearing and all of the proceedings had before the Court; and this Court
20 having found and determined that the relief sought in the Application is in the best interests of the
21 Debtors, their estates, creditors, shareholders, and all parties in interest; and that the legal and
22 factual bases set forth in the Application establish just cause for the relief granted herein; and after
23 due deliberation and sufficient cause appearing therefor,

24 **IT IS HEREBY ORDERED**

25 1. The Application is granted as set forth herein.

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¹ Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed
28 to such terms in the Application and Fisk Declarations.

1 2. The retention and employment of Coblentz as special counsel to the Debtors
2 pursuant to section 327(e) and Fed. R. Bankr. P. 2014(a) and 2016, on the terms set forth in the
3 Application and in the Fisk Declarations, hereby is approved, effective *nunc pro tunc* as of the
4 Petition Date.

5 3. Coblentz is authorized to render the following services to either or both of the
6 Debtors during the pendency of these Chapter 11 Cases:

- 7 a) Advise and represent PG&E in real estate purchase and sale transactions and
8 matters, lease transactions and matters, and related or similar work, as further
described in the Application and Fisk Declarations;
- 9 b) advise and represent PG&E in land conservation commitment transactions and
10 matters, and related or similar work, as further described in the Application and
Fisk Declarations;
- 11 c) advise and represent PG&E in litigation, investigatory, and regulatory matters,
12 including in the DWR Matter, and related or similar work, as further described in
the Application and Fisk Declarations;
- 13 d) advise and represent PG&E in the Ex Parte OII Matter, and related or similar work,
14 as further described in the Application and Fisk Declarations; and
- 15 e) perform any other necessary legal services requested by the Debtors, and accepted
16 by Coblentz, during the pendency of these Chapter 11 cases.

17 4. Coblentz shall be compensated in accordance with, and will file, interim and final
18 fee applications for allowance of its compensation and expenses and shall be subject to Sections
19 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the Fee
20 Guidelines, and any applicable Order of the Court.

21 5. Coblentz shall provide reasonable advance notice to the Debtors and the U.S.
22 Trustee of any increase of its hourly rates.

23 6. Coblentz shall use its best efforts to avoid any duplication of services provided by
24 any of the Debtors' other retained professionals in these Chapter 11 Cases.

25 7. The terms and conditions of this Order shall be immediately effective and
26 enforceable upon its entry.

27 8. Notice of the Application as provided therein shall be deemed good and sufficient

1 notice of the Application.

2 9. In the event of any inconsistency between the Engagement Agreement, the
3 Application and the Order, the Order shall govern.

4 10. The Court shall retain jurisdiction to hear and determine all matters arising from, or
5 related to, the implementation of this Order.

6 ** END OF ORDER **

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